

REMARKS

In response to the Office Action mailed on November 2, 2007, Applicant(s) respectfully request(s) reconsideration. Claim(s) 1-4, 6-20 and 22-34 are now pending in this Application. In this Amendment, claim(s) 1, 10, 20, 29, 32 and 35 have been amended and claims 24, 33 and 34 have been cancelled and claims 36 and 37 have been added.

Claims 1, 10, 20, 29, 32, and 36 are independent claims and the remaining claims are dependent claims.

Applicant(s) believe that the claim(s) as presented are in condition for allowance. A notice to this affect is respectfully requested.

The Office action rejects claims 1-4, 6-16, 20 and 22-34 under **35 U.S.C. §102(e)** as being anticipated by Bowe, et al., U.S. Pub. No. 2003/0093678 (Bowe '678). Applicants respectfully disagree with these contentions and assert that the present claimed invention is not anticipated by any disclosure in the Bowe references.

Specifically, Claim 20 has been rejected based on Bowe '678. In Bowe '678, however, the payload data is sent to the server to obtain a signature that covers the payload data. In contrast, in the claimed invention, a predetermined signature is obtained for encapsulating or appending to the payload data. The payload data is never sent to the signing server. Therefore, in Bowe '678, the signature and corresponding data covered by the signature are transmitted from the server to the non-signing client. In contrast, the present invention claims receipt of only a signature which is independent from the payload data to be transmitted, as shown at page 13, lines 21-23, and no payload data need be transmitted to or received from the server. In other words, the claimed transmitted signature does not cover the payload data (information object); rather, it is incidental to the payload data for satisfying a transmission format constraint of the XML transmission, as disclosed at page 13, lines 24-31.

Claim 20 has been amended with the subject matter of previously presented claim 24, to recite the metalinguage processor being further operable to generate the signature block having the information object portion, the information object portion further operable for storing the payload data at the client unencumbered by signature generation operability, to further clarify that the nonsigning client does not store into the covered data portion. Amended claim 20 is therefore respectfully submitted as allowable and it is respectfully requested that the rejection under 35 U.S.C. 102 be withdrawn.

Referring in more detail, in the cited system, a client/requestor sends a request to the server ALONG WITH a desired payload or information object for signing ([0058, Fig. 2]). The server responds with a signed response that includes the signature COVERING the desired payload or information object [0059]. In contrast, the claimed system sends only a request, and receives only a signed envelope (i.e. signature block) or message to which the payload is subsequently written incidental to the signature (P. 17, lines 28-31). Thus, the client never sends the actual payload for encryption and does not receive a signature covering the payload. Only the envelope (i.e. signature block) with an incidental signature is received (page 18, lines 19-31).

Claim 1 has been amended to recite that the signature cover[s] the covered data portion and the information object portion remain[s] independent of the signature, and also that the covered data portion remain[s] unwritten by the nonsigning client, and storing the payload data in the information object portion at the remote client, to further clarify. Claims 10, 29, 32 and 34 have been similarly amended.

Claims 36 and 37 has been herein added, to more succinctly recite the above described distinctions in view of the cited Bowe '678 reference.

As the remaining claims depend from, either directly or indirectly, from claims 1, 10, 20, 29, and 36, it is respectfully submitted that all claims are now in condition for allowance.

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Applicant(s) hereby petition(s) for any extension of time which is required to maintain the pendency of this case. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 50-3735.

If the enclosed papers or fees are considered incomplete, the Patent Office is respectfully requested to contact the undersigned collect at (508) 616-9660, in Westborough, Massachusetts.

Respectfully submitted,

/CJL/

Christopher J. Lutz, Esq.
Attorney for Applicant
Registration No.: 44,883
Chapin Intellectual Property Law, LLC
Westborough Office Park
1700 West Park Drive
Westborough, Massachusetts 01581
Telephone: (508) 616-9660
Facsimile: (508) 616-9661

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